	CT COURT ATE OF OK	OF CUSTER COUNTY LAHOMA	FILED DISTRICT COUR' Custer County, Okla		
LUIS C. ALVAREZ and DIANA)		AUG 2 0 2021		
J. ALVAREZ, husband and wife,)				
Plaintiffs,)		STACI HUNTER COURT CLERK		
v.)	Case No. CJ-2021- 65			
LANDSTAR RANGER INC.	ý				
and SUSAN CROSSEN,	ý				
Defendants.)				

PETITION

The Plaintiffs, Luis C. Alvarez ("Mr. Alvarez") and Diana J. Alvarez (collectively referred to hereinafter as "Plaintiffs"), for their Petition against the Defendants, Landstar Ranger, Inc. ("Landstar") and Susan Crossen ("Crossen")(collectively referred to hereinafter as "Defendants"), allege and state:

JURISDICTION AND VENUE

- 1. Plaintiffs reside in Weatherford, Custer County, Oklahoma, and at all relevant times have been citizens of Oklahoma.
- 2. Defendant, Landstar, has its principal place of business in Jacksonville, Florida, and at all relevant times has operated its business in Oklahoma.
- 3. Defendant, Crossen, resides in Little Rock, Arkansas, and at all relevant times has operated her pilot car business in Oklahoma.
- 4. The underlying traffic accident and events giving rise to this lawsuit occurred in Custer County, Oklahoma.
- 5. The District Court in and for Custer County has jurisdiction over the parties pursuant to 12 O.S. § 141.



FACTUAL BACKGROUND

- 6. Plaintiffs hereby adopt and allege each of the facts and allegations set forth in paragraphs 1 through 5, above.
- 7. On August 10, 2020, Mr. Alvarez was hauling rock for his own company northbound on State Highway 54 ("54") approaching Weatherford, Oklahoma.
- 8. At the same time, Crossen was operating a single pilot car on behalf of Landstar on 54 near County Road 1050 ("1050") just south of Weatherford, Oklahoma.
- 9. Crossen was guiding Landstar as it was hauling a massive wind turbine southbound on 54. Landstar was required to make a right hand turn onto 1050 just south of Weatherford.
- 10. Because of the size of Landstar's load, Landstar and Crossen blocked the entire highway effectively closing 54 to all traffic during Landstar's turn onto 1050.
- 11. Prior to Landstar's attempted turn onto 1050, Crossen had moved just south of 1050 in a presumptive effort to warn northbound traffic of the road closure.
 - 12. However, there was a hill on 54 just south of 1050 where Landstar had started its turn.
- 13. Instead of driving to the crest of the hill south of 1050 to notify northbound traffic of the road closure, Crossen moved approximately 20 feet south of 1050 on 54 and parked in the northbound lane.
- 14. In short, Crossen failed to move far enough south of 1050 to the crest of the hill on54 to properly notify northbound traffic of the immediate road closure over the hill.
- 15. Crossen's decision to park at the base of the hill instead of the top of the hill made it impossible for northbound traffic especially a tractor trailer hauling thousands of pounds of material like the one Mr. Alvarez was operating to have knowledge of and/or appreciate the road closure.

- 16. Once Mr. Alvarez crested the hill and realized the road was closed, he did everything in his power to avoid a certain fatality accident.
- 17. Instead of hitting Crossen and Landstar's turbine, Mr. Alvarez slammed on his brakes and drove his tractor trailer into the ditch (the "Accident").
 - 18. In the end, Mr. Alvarez's brave actions under immense pressure likely saved lives.
- 19. As a result of the Accident, Mr. Alvarez sustained significant and permanent bodily injuries, loss of earnings and property damage to his tractor trailer.
- 20. Without question, Landstar failed to hire enough pilot car operators to properly and effectively close 54 so it could make the required turn onto 1050. Had Landstar hired more than one pilot car, it could have closed 54 properly.
- 21. Notwithstanding, Crossen and Landstar attempted to close 54 with one pilot car which resulted in the Accident and Plaintiffs' injuries.

FIRST CAUSE OF ACTION - NEGLIGENCE - SUSAN CROSSEN

The Plaintiffs, for their First Cause of Action, adopt and incorporate the allegations made in numerical paragraphs 1 through 21, above, and in addition, allege and state:

- 22. Defendant had a duty under Oklahoma statutes, common law and Okla. Admin. Code § 595:30-3-17 to properly control traffic while piloting Landstar and its load.
- 23. Defendant violated 47 O.S. § 11-901, et seq., amongst other statutes, the common law and Okla. Admin. Code § 595:30-3-17 for closing 54 in a negligent manner which caused the Accident. Such action constitutes negligence per se.
- 24. More specifically, Defendant breached her duties by attempting to close 54 by herself and by failing to move far enough south on 54 to the crest of the hill to properly notify northbound traffic of the road closure.

- 25. Defendant's breach in this regard was the proximate cause of the Accident and Plaintiffs' injuries and damages.
- 26. Plaintiffs sustained property damage, bodily injuries, mental injuries, medical expenses and incidental losses in excess of \$75,000.00 as a direct result of this Accident.
 - 27. Plaintiffs' injuries are life-altering, permanent and severe.
- 28. Defendant's actions at the time of the Accident constitute a willful, wanton and reckless disregard for the rights and safety of Plaintiffs. As such, an award of punitive damages is in order.
- 29. Finally, Plaintiffs are entitled to recover attorneys' fees and court costs herein as Defendant's actions constitute the negligent destruction of Plaintiffs' property. See 12 O.S. § 940. Plaintiffs' damages in this regard continue to accrue.
- 30. Accordingly, Plaintiffs respectfully request this Court enter a judgment in their favor and against Defendant, Crossen, for damages in excess of \$75,000.00, including punitive damages, along with interest, costs, attorney fees and any all other legal or equitable relief this Court deems just and proper.

SECOND CAUSE OF ACTION - NEGLIGENCE - LANDSTAR RANGER, INC.

The Plaintiffs, for their Second Cause of Action, adopt and incorporate the allegations made in numerical paragraphs 1 through 30, above, and in addition, allege and state:

- 31. That all times previously identified in Plaintiffs' Petition, Defendant, Landstar, was operating an oversized load on Oklahoma highways as defined by Oklahoma law.
- 32. Accordingly, Landstar had an independent duty under Oklahoma law and the common law to hire a sufficient amount of pilot cars to properly transport its oversized load in a non-negligent manner.

- 33. Had Landstar hired a sufficient amount of pilot cars, the subject highway could have been properly closed and the Accident avoided altogether.
- 34. Landstar breached its duty in this regard by only hiring one pilot car, namely, Crossen, to pilot its oversized load on the date of the Accident.
- 35. Landstar's breach was the proximate cause of the Accident and Plaintiffs' injuries and damages.
- 36. Plaintiffs sustained property damage, bodily injuries, mental injuries, medical expenses and incidental losses in excess of \$75,000.00 as a direct result of this Accident.
 - 37. Plaintiffs' injuries are life-altering, permanent and severe.
- 38. Defendant's actions at the time of the Accident constitute a willful, wanton and reckless disregard for the rights and safety of Plaintiffs. As such, an award of punitive damages is in order.
- 39. Finally, Plaintiffs are entitled to recover attorneys' fees and court costs herein as Defendant's actions constitute the negligent destruction of Plaintiffs' property. See 12 O.S. § 940. Plaintiffs' damages in this regard continue to accrue.
- 40. Accordingly, Plaintiffs respectfully request this Court enter a judgment in their favor and against Defendant, Landstar, for damages in excess of \$75,000.00, including punitive damages, along with interest, costs, attorney fees and any all other legal or equitable relief this Court deems just and proper.

WHEREFORE, the Plaintiffs, for their causes of action, pray for judgment against the Defendants, Susan Crossen and Landstar Ranger, Inc., for an amount in excess of \$75,000.00, plus their attorney's fees, costs, prejudgment interest and punitive damages.

Respectfully submitted,

Clayton B. Bruner, OBA No. 22079

CLAYTON B. BRUNER, P.L.L.C.

222 W. Tom Stafford

Weatherford, Oklahoma 73096

Telephone: (580) 774-5363

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clay@claybruner.com

ATTORNEY FOR PLAINTIFFS,

LUIS C. ALVAREZ AND DIANA J. ALVAREZ

JURY TRIAL DEMANDED ATTORNEY LIEN CLAIMED

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(2D4GP44L87R260976);2006 Dodge Grand Caravan (1D8GP25E36B600293); 2007 Ford F150 (1FTPX12V77FB07188); 2017 Ram 1500 (1C6RR7LT6HS598145); 2006 Dodge Grand Caravan (1D8GP25E36B600293); 2007 Ford F150 (1FTPX12V77FB07188); 2017 Ram 1500 (1C6RR7LT6HS598145); 2006 Dodge Grand Caravan (1D8GP24E56D650825); 2014 Ram1500 (1C6RR7HT9ES242812) Drivers: Jesse Hop, LaRockzana Hop, Dion Pye, Danny Crossen, Rickey Lovins, Susan Crossen, Michael Gibbs CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			710 001011							E.L. DISEASE - POLICY LIMIT	\$	
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JACKSONVILLE FL 32224 AUTHORIZED REPRESENTATIVE	LANDSTAR					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVEDED IN						
Toplan Spring -		JACKSONVIL	LE FL 32224	300	117	7	WTHOR	ZED REPRESENT	ATIVE			
						Supposed and						

ACORD 25 (2016/03)

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